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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

APR 11 2016

SEAN F. McAVOY, CLERK
DEPUTY
RICHLAND, WASHINGTON

7 UNITED STATES DISTRICT COURT
8 EASTERN DISTRICT OF WASHINGTON

9 UNITED STATES OF AMERICA,

10 Plaintiff,

14-CR-06049-SMJ

11 vs.

Plea Agreement

12 DALE H. WEBER,

[Fed.R.Crim.P. 11(c)(1)(C)]

13 Defendant.

15 Plaintiff, United States of America, by and through Michael C. Ormsby, United
16 States Attorney, for the Eastern District of Washington, and Alison L. Gregoire,
17 Assistant United States Attorney for the Eastern District of Washington, and
18 Defendant DALE H. WEBER and the Defendant's counsel, Christopher Swaby, agree
19 to the following Plea Agreement:

20 1) Guilty Plea and Maximum Statutory Penalties:

21 The Defendant, DALE H. WEBER, agrees to waive indictment by a grand jury
22 and agrees to plead guilty pursuant to Fed. R. Crim. P 11(c)(1)(C), to the Information,
23 filed on April 6, 2016, in this case charging the Defendant with: travel in interstate
24 commerce for the purpose of engaging in a sexual act with a minor, in violation of 18
25 U.S.C. § 2423(b). The Defendant understands that the charge of travel in interstate
26 commerce for the purpose of engaging in a sexual act with a minor, in violation of 18
27 U.S.C. § 2423(b) carries a maximum penalty of 30 years imprisonment, a fine not to
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1 exceed \$250,000; a term of supervised release of not less than 5 years up to life (per
2 18 U.S.C. § 3583(k)); and a \$100 special penalty assessment.

3 The Defendant, DALE H. WEBER, understands that a violation of a condition
4 of supervised release carries an additional penalty of re-imprisonment for all or part of
5 the term of supervised release without credit for time previously served on post-
6 release supervision.

7 2) The Court is Not a Party to the Agreement:

8 The Court is not a party to this Plea Agreement and may accept or reject this
9 Plea Agreement. Sentencing is a matter that is solely within the discretion of the
10 Court. The Defendant understands that the Court is under no obligation to accept any
11 recommendations made by the United States and/or by the Defendant; that the Court
12 will obtain an independent report and sentencing recommendation from the U.S.
13 Probation Office; and that the Court may, in its discretion, impose any sentence it
14 deems appropriate up to the statutory maximums stated in this Plea Agreement.

15 The Defendant acknowledges that no promises of any type have been made to
16 the Defendant with respect to the sentence the Court will impose in this matter. The
17 Defendant understands that the Court is required to consider the applicable sentencing
18 guideline range, but may depart upward or downward under the appropriate
19 circumstances.

20 The United States and the Defendant agree that this Plea Agreement is entered
21 pursuant to Fed. R. Crim. P. 11(c)(1)(C) and agree to recommend a term of
22 imprisonment between 66 and 102 months for travel in interstate commerce for the
23 purpose of engaging in a sexual act with a minor.

24 The Defendant understands that this is a Plea Agreement pursuant to Fed. R.
25 Crim. P. 11(c)(1)(C) and that the United States may withdraw from this Plea
26 Agreement if the Court imposes a lesser sentence than 66 months. The Defendant
27 further understands that the Defendant will have the option to withdraw from this Plea
28 Agreement if the Court imposes a sentence greater than 102 months.

1 3) Waiver of Constitutional Rights:

2 The Defendant, DALE H. WEBER, understands that by entering this plea of
3 guilty the Defendant is knowingly and voluntarily waiving certain constitutional
4 rights, including:

- 5 (a). The right to a jury trial;
6 (b). The right to see, hear and question the witnesses;
7 (c). The right to remain silent at trial;
8 (d). The right to testify at trial; and
9 (e). The right to compel witnesses to testify.

10 While the Defendant is waiving certain constitutional rights, the Defendant
11 understands the Defendant retains the right to be assisted through the sentencing and
12 any direct appeal of the conviction and sentence by an attorney, who will be appointed
13 at no cost if the Defendant cannot afford to hire an attorney. The Defendant also
14 acknowledges that any pretrial motions currently pending before the Court are waived.

15 4) Elements of the Offense:

16 The United States and the Defendant agree that in order to convict the
17 Defendant of Travel in interstate commerce for the purpose of engaging in a sexual act
18 with a minor, in violation of 18 U.S.C. § 2423(b), the United States would have to
19 prove beyond a reasonable doubt the following elements:

20 First: the defendant traveled in interstate commerce;

21 Second: the defendant's purpose in traveling in interstate commerce was to
22 engage in illicit sexual conduct with a minor.

23 5) Factual Basis and Statement of Facts:

24 The United States and the Defendant stipulate and agree that the following facts
25 are accurate; that the United States could prove these facts beyond a reasonable doubt
26 at trial; and these facts constitute an adequate factual basis for Defendant DALE H.
27 WEBER's guilty plea. This statement of facts does not preclude either party from
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1 presenting and arguing, for sentencing purposes, additional facts which are relevant to
2 the guideline calculation or sentencing, unless otherwise prohibited in this agreement.:

3 On September 24, 2014, Homeland Security Investigations (HSI) Task Force
4 Officer (TFO) Jeffrey Bickford noticed a Craigslist Kennewick-Pasco-Richland
5 advertisement for the with a title "seeking naughty young girl-m4w-43(Richland)."
6 TFO Bickford began an undercover (UC) dialogue with the poster of the add posing as
7 a thirteen (13)-year old using a name with the initials "K.D." [female]. TFO Bickford
8 communicated with the subject utilizing both email and Google Voice, Voice Over
9 Internet Protocol (VOIP).

10 The poster of the ad went by the name "Dell." The poster asked for "naughty
11 pics" of K.D. The poster indicated a desire to have sexual intercourse with K.D.
12 indicating that she will not get hurt during the sex because "if we need lube, then we
13 use it," also indicating "if ur pussy gets wet we wont need lube." The conversations
14 continue with "Dell" asking if K.D. has ever engaged in oral sex and referring to
15 sexual intercourse saying things such as, "I want to cum inside ur warm tight pussy"
16 and "Tell me, that u want me to fuck u! that u want to feel my hard cock filling ur
17 tight pussy."

18 On October 1, 2014, "Dell" spoke to K.D. about meeting at a secluded park,
19 "but only to talk, maybe kiss and touch." Dell then follows up by asking K.D. not to
20 wear a bra because "...i want to touch ur tits" and not to wear panties "in case i want to
21 touch ur pussy." The two agree on Howard Amon Park in Richland, Washington. On
22 October 1, 2014, surveillance was set up at the park and a blue 2010 Toyota Venza
23 (registered to Dale H. WEBER and one other person, XXXX Crab Apple Circle, West
24 Richland, Washington) arrived. TFO Bickford observed the vehicle drive through the
25 parking lot near the boat launch at a slow rate of speed. The driver appeared to be
26 looking around the area as he was driving. The driver then exited the vehicle and was
27 identified by TFO Bickford as Dale H. WEBER. K.D. later explained to Dell why she
28 could not show up at the park.

1 On October 7, 2014, Weber asks for K.D. to "make me a movie of ur naked
2 bod." K.D. asks what Weber is looking for and he responds, "U could play with
3 urself and call out my name." Weber explains he is looking for "Naked tits, face and
4 pussy." Weber then asks her to e-mail it. K.D. explains the file is too big to e-mail
5 and Weber asks, "will u make shorter video tomorrow baby?"

6 Conversations continued between the two and they agreed to meet on October
7 17, 2014, in Umatilla, Oregon. Weber again tells Kylee not to wear panties or a bra.
8 He talks about having sex indicating, "It wont hurt. If it does and u dont like then we
9 stop and just kiss and i eat it." He then explains by "eat it" he means, "licking sucking
10 ur pussy with my mouth." Defendant then indicates, "if i leave ur pussy sore u will
11 remember my cock.... But as i said...if it hurts u, and u dont want it, i pull it out...u got
12 that?"

13 On October 17, 2014 at approximately 0643 hours, prior to the scheduled
14 meeting between "K.D." and Weber, TFO Bickford observed a blue Toyota Venza in
15 the driveway of XXXX Crab Apple Circle, West Richland, Washington. He observed
16 a female walking to the Venza from the area of the open garage door. TFO Bickford
17 also observed a Toyota Tundra parked inside the open garage. At approximately 0843
18 hours HSI SA D. Pitt observed the garage door open and a beige Toyota Tundra back
19 out of the garage at XXXX Crab Apple Circle, West Richland, Washington. The
20 vehicle was later seen crossing the Umatilla Bridge on southbound Interstate 82 south
21 into Oregon. The vehicle was subsequently observed driving around multiple areas
22 within and near the Umatilla Marina Park in Umatilla, Oregon. At approximately
23 1105 hours TFO Bickford observed and identified Dale H. Weber in the driver's seat
24 of Washington vehicle license B78524H. The beige Toyota Tundra, is registered to
25 Dale and Mariela Weber, XXXX Crab Apple Circle, West Richland, Washington.
26 Weber could not find K.D. and sent angry texts about wasting time and gas.

27 K.D. continued to text with Weber and told him that she had been present at the
28 Umatilla Marina Park and they must have just missed each other. The two agree again

1 to meet locally. K.D. explains has trouble keeping in contact with Weber as her
2 parents do not put many minutes on her phone. The two discuss Weber buying her a
3 new phone. Weber leaves for the meet location and is arrested. A new prepaid phone
4 is found in his car. The receipt in his pocket indicated it was a new purchase.

5 At the time of his communication with K.D., Weber was 51 years old.

6 6) Waiver of Inadmissibility of Statements:

7 The Defendant agrees to waive the inadmissibility of statements made in the
8 course of plea discussions with the United States, pursuant to Fed. R. Crim. P. 11(f).
9 This waiver shall apply if the Defendant withdraws this guilty plea or breaches this
10 Plea Agreement. The Defendant acknowledges that any statements made by the
11 Defendant to law enforcement agents in the course of plea discussions in this case
12 would be admissible against the Defendant in the United States's case-in-chief if the
13 Defendant were to withdraw or breach this Plea Agreement.

14 7) The United States Agrees Not to File Additional Charges:

15 The United States Attorney's Office for the Eastern District of Washington
16 agrees not to bring any additional charges against the Defendant based upon
17 information in its possession at the time of this Plea Agreement and arising out of
18 Defendant's conduct involving illegal activity charged in this Indictment, unless the
19 Defendant breaches this Plea Agreement any time before or after sentencing.

20 8) United States Sentencing Guideline Calculations:

21 The Defendant understands and acknowledges that the United States Sentencing
22 Guidelines (hereinafter "U.S.S.G.") are applicable to this case and that the Court will
23 determine the Defendant's applicable sentencing guideline range at the time of
24 sentencing.

25 a) Base Offense Level:

26 The United States and the Defendant agree that the base offense level for travel
27 in interstate commerce for the purpose of engaging in a sexual act with a minor is 24.
28 See U.S.S.G. §2G1.3(a).

1 b) Acceptance of Responsibility:

2 The United States and Defendant make no agreement regarding obstruction.
3 Defendant may receive a 2-level increase for obstruction based on the violation of the
4 conditions of his pretrial release. U.S.S.G. §3C1.1, comment note 4(D). If Defendant
5 receives the 2-level increase for obstruction, he will not get acceptance of
6 responsibility. U.S.S.G. §3E1.1, comment note 4.

7 However, if he does not receive the increase for obstruction; pleads guilty and
8 demonstrates a recognition and affirmative acceptance of personal responsibility for
9 the criminal conduct; provides complete and accurate information during the
10 sentencing process; does not commit any obstructive conduct; and accepts this Plea
11 Agreement; the United States will move for a three (3) level downward adjustment in
12 the offense level for the Defendant's timely acceptance of responsibility, pursuant to
13 U.S.S.G. §3E1.1(a) and (b).

14 The Defendant and the United States agree that the United States may at its
15 option and upon written notice to the Defendant, not recommend a three (3) level
16 downward reduction for acceptance of responsibility if, prior to the imposition of
17 sentence, the Defendant is charged or convicted of any criminal offense whatsoever or
18 if the Defendant tests positive for any controlled substance.

19 c) Criminal History:

20 The United States and the Defendant have made no agreement and make no
21 representations as to the criminal history category, which shall be determined after the
22 Presentence Investigative Report is completed.

23 9) Incarceration:

24 a) Length of Imprisonment:

25 The United States agrees to recommend a term of imprisonment of not more
26 than 102 months. The Defendant agrees to recommend a term of imprisonment not
27 less than 66 months.

28 10) Criminal Fine:

1 The United States and the Defendant are free to make whatever
 2 recommendation concerning the imposition of a criminal fine that they believe is
 3 appropriate. Neither party may withdraw from the Plea Agreement based on the fine
 4 imposed.

5 11) Supervised Release:

6 The United States and the Defendant agree to recommend term of supervised
 7 release be imposed in the instant case of at least five years up to a lifetime of
 8 supervised release. Neither party may withdraw from the Plea Agreement based on
 9 the ultimate term of supervised release imposed.

10 12) Mandatory Special Penalty Assessment:

11 The Defendant agrees to pay the \$100 mandatory special penalty assessment to
 12 the Clerk of Court for the Eastern District of Washington, at or before sentencing,
 13 pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United
 14 States before sentencing as proof of this payment.

15 13) Payments While Incarcerated:

16 If the Defendant lacks the financial resources to pay the monetary obligations
 17 imposed by the Court, the Defendant agrees to earn the money to pay toward these
 18 obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility
 19 Program.

20 14) Forfeiture:

21 The Defendant agrees to voluntarily forfeit and relinquish all right, title, and
 22 interest in assets identified in the Notice of Criminal Forfeiture contained in the
 23 Information, including but not limited to:

24 ELECTRONIC EQUIPMENT

25 1) AT&T Cellular phone – Blackberry style, Serial Number:
 325822996323;

26 2) Iphone: IMEI: 013853002900147; and,

27 3) AT&T Cellular phone, "GoPhone" in new packaging
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1 seized on or about October 27, 2014, by the Bureau of Immigration and Customs
2 Enforcement/Homeland Security Investigations.

3 The Defendant stipulates that he is the sole owner of the assets identified in this
4 Plea Agreement, and that no one else has an interest in the assets.

5 The Defendant acknowledges that the assets listed above that the Defendant is
6 agreeing to forfeit are subject to forfeiture pursuant to 18 U.S.C. § 2428, as property
7 used or intended to be used in any manner or part to commit or to facilitate the
8 commission of travel in interstate commerce for the purpose of engaging in a sexual
9 act with a minor to which the Defendant is pleading guilty. The Defendant agrees to
10 take all steps as requested by the United States to pass clear title to the assets to the
11 United States and to testify truthfully in any forfeiture proceedings.

12 The Defendant agrees to hold all law enforcement agents/officers, and the
13 United States, its agents, and its employees harmless from any claims whatsoever
14 arising in connection with the seizure and forfeiture of any asset covered by this
15 agreement.

16 The Defendant waives further notice of any federal, state, or local proceedings
17 involving the forfeiture of the seized assets the Defendant is agreeing to forfeit in the
18 Plea Agreement.

19 The Defendant further agrees to waive all constitutional, equitable and statutory
20 challenges in any manner (including direct appeal, habeas corpus, or any other means)
21 to any forfeiture carried out in accordance with this Plea Agreement on any grounds,
22 including that the forfeiture constitutes an excessive fine or punishment. Defendant
23 knowingly and voluntarily waives his right to a jury trial on the forfeiture of the
24 asset(s). Defendant waives oral pronouncement of forfeiture at the time of sentencing,
25 and any defects that may pertain to the forfeiture.

26 15) Additional Violations of Law Can Void Plea Agreement:
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1 The Defendant and the United States agree that the United States may at its
2 option and upon written notice to the Defendant, withdraw from this Plea Agreement
3 or modify its recommendation for sentence if, prior to the imposition of sentence, the
4 Defendant is charged or convicted of any criminal offense whatsoever or if the
5 Defendant tests positive for any controlled substance.

6 16) Appeal Rights:

7 Defendant understands that he has a limited right to appeal or challenge the
8 conviction and sentence imposed by the Court. If the Court imposes a sentence of not
9 more than 66 to 102 months imprisonment, Defendant hereby expressly waives his
10 right to appeal his conviction and the sentence the Court imposes, including order of
11 supervised release. Defendant further expressly waives his right to file any post-
12 conviction motion attacking his conviction and sentence, including a motion pursuant
13 to 28 U.S.C. § 2255, except one based upon ineffective assistance of counsel based on
14 information not now known by Defendant and which, in the exercise of due diligence,
15 could not be known by Defendant by the time the Court imposes the sentence. Should
16 the Defendant successfully move to withdraw from this Plea Agreement or should the
17 Defendant's conviction or Information be dismissed, set aside, vacated, or reversed,
18 this Plea Agreement shall become null and void; the United States may move to re-
19 instate all counts of the Indictment No. 14-CR-06049-SMJ; and the United States may
20 prosecute the Defendant on all available charges. Nothing in this Plea Agreement
21 shall preclude the United States from opposing any post-conviction motion for a
22 reduction of sentence or other attack of the conviction or sentence, including, but not
23 limited to, proceedings pursuant to 28 U.S.C. § 2255 (writ of habeas corpus).

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1 17) Notice of Sex Offender Registration:

2 The Defendant has been advised and understands, that as a convicted sex
3 offender, under the Sex Offender Registration and Notification Act, a federal law, the
4 Defendant must register and keep the registration current in each of the following
5 jurisdictions: the location of the Defendant's residence, the location of the
6 Defendant's employment; and, if the Defendant is a student, the location of the
7 Defendant's school. Registration will require that the Defendant provide information
8 that includes name, residence address, and the names and addresses of any places at
9 which the Defendant is or will be an employee or a student. The Defendant
10 understands that he must update his registrations not later than three business days
11 after any change of name, residence, employment, or student status. The Defendant
12 understands that failure to comply with these obligations subjects the Defendant to
13 prosecution for failure to register under federal law, 18 U.S.C. § 2250, which is
14 punishable by a fine or imprisonment, or both.

15 18) Integration Clause:

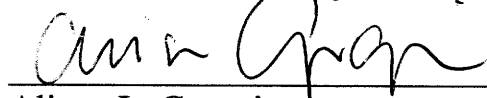
16 The United States and the Defendant acknowledge that this document
17 constitutes the entire Plea Agreement between the United States and the Defendant,
18 and no other promises, agreements, or conditions exist between the United States and
19 the Defendant concerning the resolution of the case. This Plea Agreement is binding
20 only upon the United States Attorney's Office for the Eastern District of Washington,
21 and cannot bind other federal, state or local authorities. The United States and the
22 Defendant agree that this agreement cannot be modified except in a writing that is
23 signed by the United States and the Defendant.

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Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for the Eastern District of Washington.

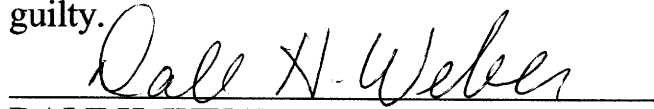
MICHAEL C. ORSMBY
United States Attorney



Alison L. Gregoire
Assistant U.S. Attorney

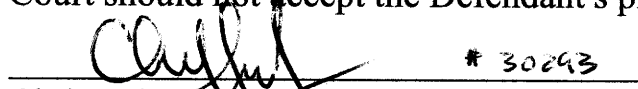
4/11/16
Date

I have read this Plea Agreement and have carefully reviewed and discussed every part of the agreement with my attorney. I understand and voluntarily enter into this Plea Agreement. Furthermore, I have consulted with my attorney about my rights, I understand those rights, and I am satisfied with the representation of my attorney in this case. No other promises or inducements have been made to me, other than those contained in this Plea Agreement and no one has threatened or forced me in any way to enter into this Plea Agreement. I am agreeing to plead guilty because I am guilty.


DALE H. WEBER
Defendant

4/7/16
Date

I have read the Plea Agreement and have discussed the contents of the agreement with my client. The Plea Agreement accurately and completely sets forth the entirety of the agreement between the parties. I concur in my client's decision to plead guilty as set forth in the Plea Agreement. There is no legal reason why the Court should not accept the Defendant's plea of guilty.

 # 30293
Christopher Swaby
Attorney for the Defendant

04/07/2016
Date